

2013 091635

2013 DEC 16 AM 11:15

MICHAEL B. BROWN
RECORDER

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

Fidelity National Title
File# 121305513

KNOWN ALL MEN BY THESE PRESENTS, that **Katherine J. Kucharski, formerly known as Katherine J. Hupke**, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Kondaur Capital Corporation, as separate trustee of Matawin Ventures Trust Series 2013-2**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Lake County, Indiana, described as follows:

LOT 9 IN BLOCK 4 IN HOLTON HILL ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

This being the identical property conveyed to the GRANTOR herein by Deed from Federal Home Loan Mortgage Corporation dated December 7, 2009, recorded December 17, 2009 and filed as Document No. 2009-083558

COMMONLY known as: 312 Hoffman Street, Crown Point, Indiana 46037
Assessor's Parcel Number: 23-09-0039-0009

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

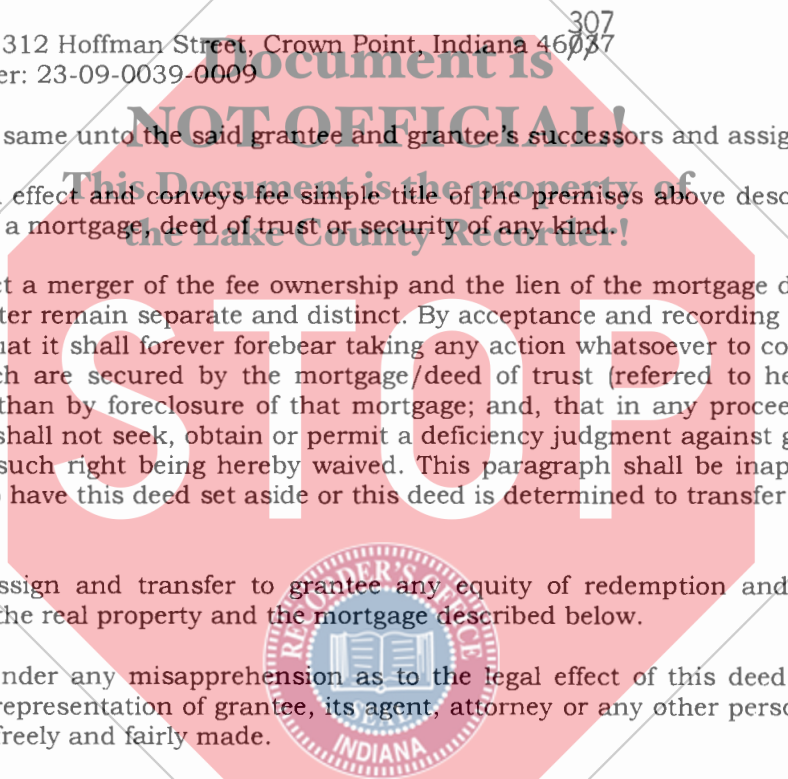
This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action state above with respect to that certain mortgage bearing the date of December 8, 2009, by grantor in favor of **PNC Mortgage, a division of PNC Bank, National Association**, and recorded December 17, 2009 as Doc. No. 2009-083559 real property records of Lake County, Indiana.



FILED

DEC 13 2013

PEGGY HOLLINGA KATONA
LAKE COUNTY AUDITOR

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In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS whereof, Grantor has executed this deed this 18 day of October, 2013

Katherine J. Kucharski
f/k/a Katherine J. Hupke
Katherine J. Kucharski f/k/a
Katherine J. Hupke

ACKNOWLEDGMENT

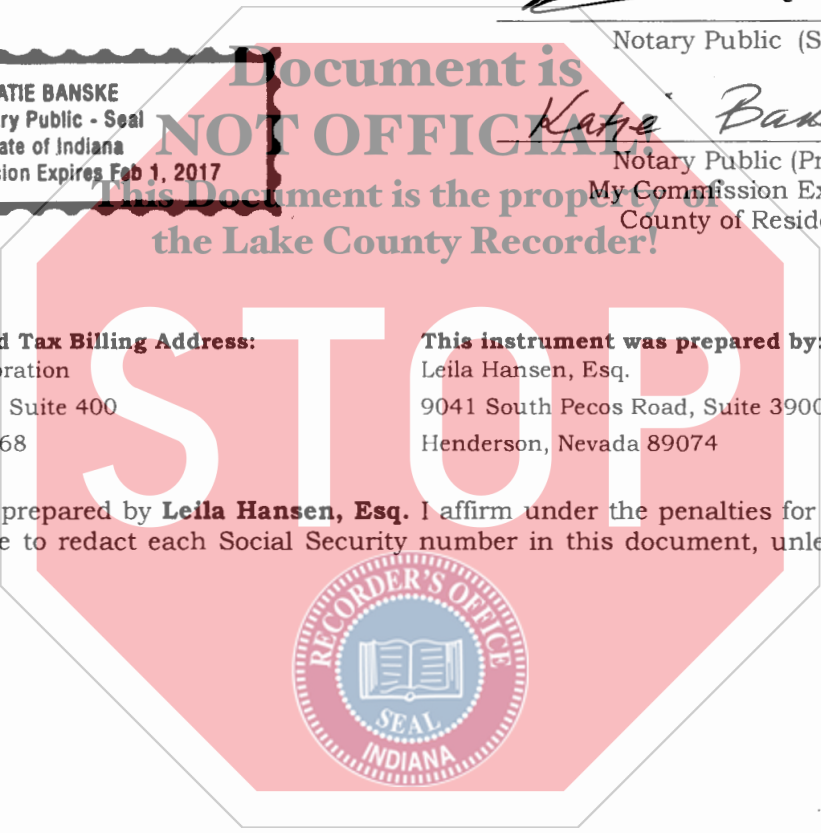
STATE OF Indiana
COUNTY OF Lake) ss

Before me, a Notary Public in and for said County and State, personally appeared **Katherine J. Kucharski f/k/a Katherine J. Hupke** who acknowledged the execution of the foregoing Quitclaim Deed this 18th day of October, 2013

[Signature]
Notary Public (Signature)



Katie Banske
Notary Public (Printed Name)
My Commission Expires: 2-1-2017
County of Residence: Lake



Grantee's Address and Tax Billing Address:
Kondaur Capital Corporation
333 South Anita Drive, Suite 400
Orange, California 92868

This instrument was prepared by:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074

This instrument was prepared by **Leila Hansen, Esq.** I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Leila Hansen, Esq.